No. 2022-1193

IN THE
UNITED STATES COURT OF APPEALS FOR
THE FEDERAL CIRCUIT

IPA TECHNOLOGIES INC.,

Plaintiff-Appellant

v.

AMAZON.COM, INC., and AMAZON DIGITAL SERVICES, LLC,

Defendants-Appellee

On Appeal from the United States District Court
for the District of Delaware
No. 1:16-CV-01266-RGA, Hon. Richard G. Andrews

APPELLANT IPA TECHNOLOGIES INC.'S PETITION FOR PANEL HEARING AND REHEARING *EN BANC*

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February 17, 2023

UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT

<u>CERTIFICATE OF INTEREST</u>

Case Number	2022-1193
Short Case Caption	IPA Technologies Inc. v. Amazon, Inc. and Amazon Digital Services, LLC
Filing Party/Entity	IPA Technologies Inc.

Instructions: Complete each section of the form. In answering items 2 and 3, be specific as to which represented entities the answers apply; lack of specificity may result in non-compliance. **Please enter only one item per box; attach additional pages as needed and check the relevant box**. Counsel must immediately file an amended Certificate of Interest if information changes. Fed. Cir. R. 47.4(b).

I certify the following information and any attached sheets are accurate and complete to the best of my knowledge.

Date: 02/17/2023   Signature: /s/ Matthew D. Powers

                          Name: Matthew D. Powers

FORM 9. Certificate of Interest

1. Represented Entities. Fed. Cir. R. 47.4(a)(1).	2. Real Party in Interest. Fed. Cir. R. 47.4(a)(2).	3. Parent Corporations and Stockholders. Fed. Cir. R. 47.4(a)(3).
Provide the full names of all entities represented by undersigned counsel in this case.	Provide the full names of all real parties in interest for the entities. Do not list the real parties if they are the same as the entities. ☐ None/Not Applicable	Provide the full names of all parent corporations for the entities and all publicly held companies that own 10% or more stock in the entities. ☐ None/Not Applicable
IPA Technologies Inc.	Quarterhill Inc.	Wi-LAN Technologies Inc.
		Wi-LAN Inc.
		Quarterhill Inc.

☐   Additional pages attached

4. Legal Representatives. List all law firms, partners, and associates that (a) appeared for the entities in the originating court or agency or (b) are expected to appear in this court for the entities. Do not include those who have already entered an appearance in this court. Fed. Cir. R. 47.4(a)(4).

☐　　None/Not Applicable　　　　☑　　Additional pages attached

Baynard, P.A.	Skiermont Derby LLP	Steven W. Hartsell
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5. Related Cases. Provide the case titles and numbers of any case known to be pending in this court or any other court or agency that will directly affect or be directly affected by this court's decision in the pending appeal. Do not include the originating case number(s) for this case. Fed. Cir. R. 47.4(a)(5). See also Fed. Cir. R. 47.5(b).

☑　　None/Not Applicable　　　　☐　　Additional pages attached

6. Organizational Victims and Bankruptcy Cases. Provide any information required under Fed. R. App. P. 26.1(b) (organizational victims in criminal cases) and 26.1(c) (bankruptcy case debtors and trustees). Fed. Cir. R. 47.4(a)(6).

☑　　None/Not Applicable　　　　☐　　Additional pages attached

4. Additional Legal Representatives:

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STATEMENT OF COUNSEL

Based on my professional judgment, I believe the panel decision is contrary to the following decision(s) of the Supreme Court of the United States or the precedent(s) of this court:

The panel decision affirming the district court's determination that claim language stating a request must be "formed according to" (or "in" or "adhering to") a language imposes:

> (1) the negative limitation that the request must not be in a "format" and
>
> (2) the narrowing limitation that the request must utilize all the layers supported by the language

is contrary to this Court's decisions in *Phillips v. AWH Corp.,* 415 F.3d 1303 (Fed. Cir. 2005) and *Thorner v. Sony*, 669 F.3d 1362 (Fed. Cir. 2012).

Dated: February 17, 2023

/s/   *Matthew D. Powers*
Matthew D. Powers
Counsel for Plaintiff-Appellant
IPA Technologies Inc.

INTRODUCTION

The claim construction dispute at issue in this appeal turns on the meaning of claim language requiring receiving a service request "formed according to" (or "in" or "adhering to") a language. Contrary to the ordinary meaning of receiving a request "formed according to" a language, and contrary to all intrinsic and extrinsic evidence, the district court's decision granting summary judgment in Amazon's favor (and, by extension, the Panel's Rule 36 affirmance) construed this language to require two new narrowing requirements: (1) that the service request must use all of the layers that the claims require the language to include (not just some subset of those layers) and (2) that the service request must not be in a "format." Neither the district court, Amazon, nor the Panel's affirmance ever articulated any ordinary meaning of this claim language that would impose either of these two narrowing claim constructions (let alone both), nor is there any support in the intrinsic or extrinsic record (let alone a clear expression of disavowal or lexicography) that requires them.

Because no court has ever performed a *Phillips* claim construction analysis to articulate an ordinary meaning that would impose these narrowing constructions, and because these constructions are contrary to the intrinsic and extrinsic record, the Panel's affirmance is contrary to this Court's precedent and warrants rehearing.

BACKGROUND

The two patents asserted in this case by IPA Technologies Inc. against Amazon's Alexa voice assistant arose out of pioneering work by the inventors at SRI International in the field of natural language-based digital personal assistants. Appx11; Appx48; Appx725-727. The inventors recognized that for a digital personal assistant to respond successfully to a wide range of natural language requests from a user ranging from "What is my schedule?" (Appx32 (8:4)) to "When mail arrives for me about security, notify me immediately" (Appx32 (8:17-18)), the system would need to successfully coordinate a large and varied number of software services required to execute such varied requests. The inventors developed this pioneering new software architecture and filed the asserted patents in 1999, years before the inventors and their employer SRI would spin-out Siri, Inc. to commercialize SRI's advancements in natural language-based digital assistants, and more than a decade before Apple would go on to acquire Siri, Inc. and release the Siri voice-based assistant as a feature of the iPhone 4S in 2011. Appx726-730. Amazon later responded to the burgeoning excitement for voice-based assistants with its own offering—Alexa, launched in November 2014. Utilizing the software architecture claimed in the Asserted Patents, Amazon would go on to sell more than 100,000,000 Alexa devices.

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IPA asserts that Amazon's Alexa infringes Claims 10, 29, 34, 35, and 38 from the 115 Patent, and Claims 28 and 50 from the 560 Patent (the "Asserted Claims"). Appx4. Figure 4 "one embodiment of the present invention" (Appx31, 6:26-26) illustrates an example of how a facilitator agent, user interface agents, application agents, and an Interagent Communication Language (ICL) are used to respond to natural language requests:
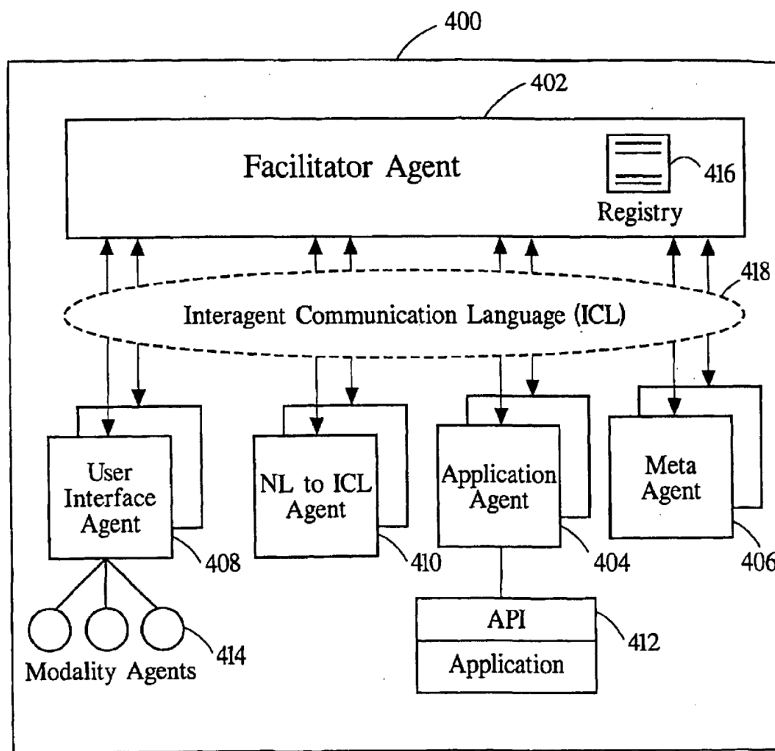

Fig. 4

Appx16.

Figure 6 depicts a variety of example agents whose services could be coordinated by the facilitator to carry out user requests:
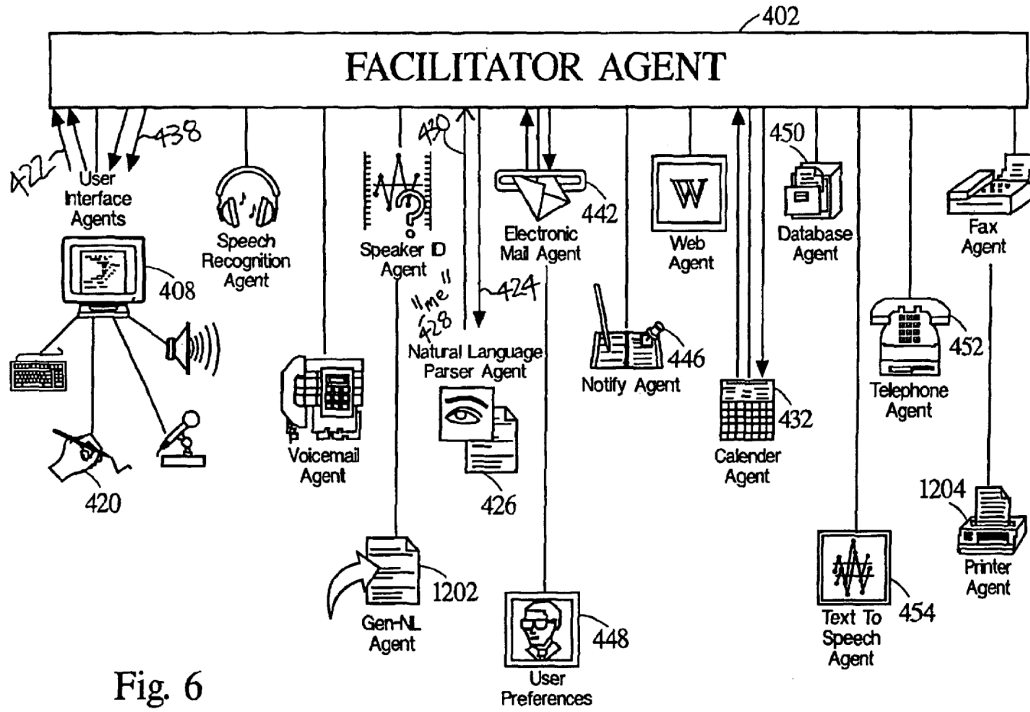
Fig. 6

Appx18; Appx32 (7:53-8:39).

The below Amazon diagram illustrates how Alexa receives, interprets, and responds to user requests by coordinating a variety of software agents (and mirrors Figures 4 and 6):
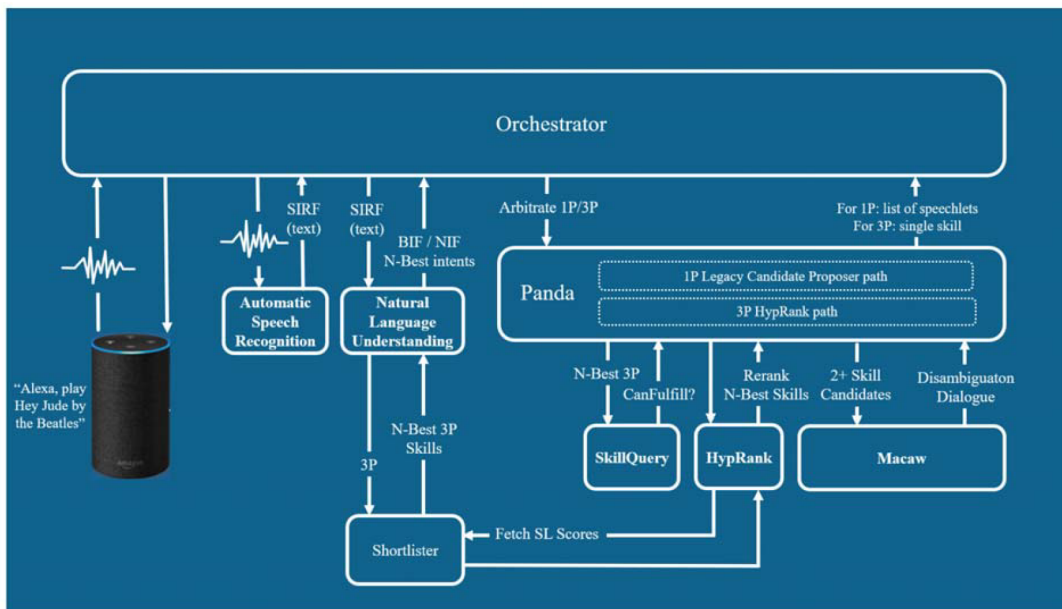
Appx19951.

Three weeks before the jury trial was set to begin, the district court granted

Amazon's motion for summary judgment of non-infringement based on two brand

new narrowing claim constructions for claim terms that were never proposed for

construction—claim constructions announced by the district court for the first time

in its Order granting Amazon's motion and that the court arrived at based on one

paragraph of analysis. *See* Appx9.

First, the court announced a new construction for the following group of claim

terms:

> "receiving a request for service as a base goal **in** the inter-agent language";
>
> "the service request **adhering to** an Interagent Communication Language (ICL)";
>
> "the service request **formed according to** an Interagent Communication Language (ICL)";
>
> "the service request **adhering to** the Interagent Communication Language (ICL)"

Appx8-9.[1] In a three-sentence analysis, the district court concluded these terms

should be construed to require "that the service request must be recited in the claimed

ICL and must meet every requirement of the claimed ICL." Appx9. The court's sole

explanation was the assertion that "[n]othing in this claim language supports a

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[1] Emphasis in quotations has been supplied throughout unless otherwise noted.

service request adhering only to a selected portion of the ICL." Appx9. Proceeding

to apply its new claim construction, the court reasoned that because the claims

require the ICL to include a layer of conversational protocol, that the court's new

construction requires that the "service request" must also use or include the layer of

conversational protocol. Appx9. Based on this, and because IPA's infringement

theory (developed before these newly-announced claim constructions) only

identified Alexa's SIRF service request as using the content layer of the ICL without

asserting that the SIRF request also uses the layer of conversational protocol, the

district court granted Amazon's motion. Appx9-10.

> Second, the district court found that:

> "SIRF also cannot be the claimed ICL service request because, as IPA concedes, SIRF is a format... Thus, a service request received as an instance of the SIRF format cannot be a service request expressed in ICL."

Appx9. Inherent in this finding is a second new claim construction adding a negative

limitation requiring that a service request "formed according to"/"in"/"adhering to"

a "language" cannot be "a format" (even if it is a format that is part of the language).

See Appx9.

No party proposed these terms for construction during claim construction or

during the case below. *See* Appx9194-9206; Appx12204-12205, Appx12231-12237;

Appx12272-12282. The district court did not ask the parties to provide proposed

constructions for these terms or briefing regarding their proper construction.

A panel of this Court affirmed the district court's ruling without opinion under Rule 36.

ARGUMENT

Where, as here, the district court has not made any factual findings that underlie its relevant claim constructions, review of claim constructions is entirely de novo. *Shire Dev., LLC v. Watson Pharms., Inc.*, 787 F.3d 1359, 1368 (Fed. Cir. 2015); *Kaneka Corp. v. Xiamen Kingdomway Grp. Co.*, 790 F.3d 1298, 1303 (Fed. Cir. 2015).

"Words of a claim are generally given their ordinary and customary meaning." *Phillips,* 415 F.3d at 1312 (quotation omitted). And "[t]he patentee is free to choose a broad term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope." *Thorner*, 669 F.3d at 1367.

Neither Amazon, the district court, nor the Panel's Rule 36 affirmance ever articulated any ordinary and customary meaning of the claim language that would require the two narrowing claim constructions on which the district court indisputably relied—namely, that (1) a service request "formed according to" (or "in" or "adhering to") the inter-agent language must not be in a "format" and (2) the service request must use both layers of the ICL. Because these narrowing constructions are directly contrary to the intrinsic record, those claim constructions

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are contrary to at least the *Phillips* and *Thorner* decisions of this Court. The Panel's affirmance of these erroneous claim constructions warrants rehearing *en banc*.

A.   **Rehearing *en Banc* Is Warranted Because the District Court's Negative Claim Construction That a Request Cannot Be "Formed According To" an ICL Language If the Request Is "In a Format" Was Error under *Phillips* and *Thorner*.**

The district court's negative limitation precluding the service request from being received in a "format" is directly contrary to the claims, would exclude a preferred embodiment, and was error. *See* Appx9. The claims and specification unambiguously confirm that a service request that is in a "format" can still be a request "formed according to" (and "in" and "adhering to") the inter-agent communication language when, e.g., the format is one of the formats that make up the language.

Claim 35 of the 115 Patent (dependent from Claim 29) states expressly that "the service request **adhering to** an Interagent Communication Language (ICL)" (of Claim 29) can be received as "a non-ICL **format** service request" which can then be converted to receive "an ICL **format** service request corresponding to the non-ICL **format** service request." Appx44-45 (Claims 29, 35). This makes clear that the claimed service request can be "adhering to" (or "in" or "formed according to") an ICL while simultaneously being in a "format." *See* Appx8 (n3).

The specification also confirms that messages in a "format" can also be "in" the ICL. In discussing a preferred embodiment using "solvables," the specification

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discloses that the solvables are "**expressed in ICL**" (Appx34, 12:1-11) and "are declared **using the format**: solvable(Goal, Parameters, Permissions)" (Appx34, 12:55-58).

Neither the district court, Amazon, nor the Panel's Rule 36 affirmance offered any explanation to support the district court's negative limitation in the face of this contrary evidence in the intrinsic record—let alone any identification of support in either "the words of the claim" or in an "express disclaimer or independent lexicography in the written description" that this Court's precedent requires to justify importing such a negative limitation. *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1323 (Fed. Cir. 2003) (citing *CCS Fitness, Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1366-67 (Fed. Cir. 2002)); *see also Thorner*, 669 F.3d at 1367-68 ("The patentee is free to choose a broad term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope. . . . Both exceptions require a clear and explicit statement by the patentee.") (also citing *CCS Fitness*).

Because no such support exists here (and the intrinsic evidence instead contradicts the construction), this claim construction was incorrect as a matter of law, was error, and affirming this construction was contrary to this Court's precedent and warrants *en banc* review.

B.   Rehearing *en Banc* Is Warranted Because the District Court's Claim Construction That a Service Request "Formed According To" the ICL Language Must Utilize All Layers of the Language Was Error under *Phillips* and *Thorner*.

1.   The claim language describes the "service request" only as "formed according to" the ICL and does not require the service request to use all layers of the ICL Language.

It is not disputed that the Asserted Patents use unambiguous language in the claims to say that the ICL (as a language) must include the conversational protocol layer ("wherein the ICL includes: a layer of conversational protocol..."); however, the Asserted Patents use indisputably different language when describing the service request element of the claims as only having to be "formed according to" (or "in" or "adhering to") the ICL language. Appx43-44 (Claims 1, 29); Appx81-82 (Claim 50); AB40, n14 (Amazon conceding this). Receiving the service request is only one aspect among many aspects of the claimed inventions that can use the ICL. Appx43-44; Appx81-82.

Nothing about the ordinary meaning of receiving a service request "formed according to" a language requires that the request must use every word, layer, or other feature supported by that language—and neither the district court, nor Amazon, nor the Panel's Rule 36 affirmance articulates any ordinary meaning that would impose such a restrictive requirement. For example, a hypothetical claim to a "service request formed according to the English language" would not be construed to require the request to use every word, verb tense, or grammatical rule that makes

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up the English language. It would require only that the request use some subset of the parts that makes up the English language (e.g., uses some English words) and that the request use those words in a manner consistent with the rules of the English language that apply to those words. So, for example, the request "What time is it?" would be formed according to the English language (even though it does not use all the words, verb tenses, etc. that make up the English language).

Just as there is a wide variety of words (nouns, adjectives, verbs, adverbs, prepositions, etc.) that make up the English language, a similarly wide variety of different commands, formats, classes, layers, and other data structures and rules can together make up a single computer language like ICL (as the unrebutted expert declaration of Dr. Medvidovic established). Appx28859-28862 (¶¶13-14, 16-18). That does not mean a request "formed according to" a computer language has to use all of those features or layers, just as a request "formed according to" the English language does not need to use all of the features and words of the English language.

Had the patentee wanted to draft claims to require the service request to include both a content layer and a layer of conversational protocol, he could have included those words in the claims as a requirement for the service request (as he did for the ICL language as a whole). He did not, and instead required only that the "request for service" be "formed according to" (or "in" or "adhering to") the ICL. Appx81 (Claim 26). It was error for the district court to add this narrowing

requirement by construing different words to impose the same requirement on the service request as on the ICL language itself. *Comaper Corp. v. Antec, Inc.*, 596 F.3d 1343, 1348 (Fed. Cir. 2010) ("There is an inference, however, that two different terms used in a patent have different meanings.").

This Court has repeatedly rejected claim constructions that add a limitation that has no basis in the language of the claims or that are otherwise contrary to the claim language, and it has vacated grants of summary judgment premised on such constructions. *E.g.*, *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1117-18 (Fed. Cir. 2004) ("In the absence of modifiers, general descriptive terms are typically construed as having their full meaning."); *Rothschild Connected Devices Innovations, LLC v. Coca-Cola Co.*, 813 F. App'x 557, 562-65 (Fed. Cir. 2020); *Skedco, Inc. v. Strategic Operations, Inc.*, 685 F. App'x 956, 958-59 (Fed. Cir. 2017).

The same is true in this appeal—nothing in the language of the Asserted Claims supports (let alone requires) construing the term receiving a request for service "formed according to an Interagent Communication Language" (or "in" or "adhering to" the language) as requiring that the request for service must use all of the layers supported by the inter-agent language. *Compare* Appx43 (Claim 1) and Appx81 (Claim 26) *with* Appx9. And yet this is precisely the limitation that the district court erroneously imported into the claims when it (1) adopted its new claim

construction that the request for service must "meet every requirement of the claimed ICL" and then (2) applied that construction to grant summary judgment of non-infringement because the Alexa SIRF request identified by IPA as the claimed "request for service" was not identified as using the layer of conversational protocol. Appx9. The district court's departure from the ordinary meaning of these terms without any basis in the language of the claims was error.

The district court also erroneously flipped the *Phillips* claim construction analysis process on its head when it justified this narrowing claim construction by asserting that "[n]othing in this claim language supports a service request adhering only to a selected portion of the ICL" Appx9. When deciding whether to construe claim terms to add a narrowing limitation, the first question is not whether the claims include language **barring** that narrowing limitation. Rather, this Court's precedent confirms that the first question is whether anything in the language of the claims (or a clear disavowal or act of lexicography in the specification) **requires** the narrowing limitation. *Thorner*, 669 F.3d at 1367 ("The patentee is free to choose a broad term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope."); *Braintree Labs.*, 749 F.3d at 1354-55 (Fed. Cir. 2014) (Claim construction "must begin and remain centered on the language of the claims themselves…"); *Skedco,* 685 F. App'x at 959 ("Absent a clear disavowal or lexicography by a patentee, however, he or she is free

to draft a claim broadly and expect the full claim scope") (citing *Thorner*, 669 F.3d at 1367-68).

Because nothing in the claims or specification requires the district court's limiting claim construction (and in fact they contradict it and permit the service request to use only the content layer of the ICL, as discussed below), this second claim construction was also incorrect as a matter of law, was error, and affirming this construction was contrary to this Court's precedent and warrants *en banc* review.

> **2.   The intrinsic evidence confirms that the service request (as opposed to other steps of the claim) may use only the content layer of the ICL.**

In the district court's short analysis of this claim construction issue, the court stated that the claim language "the service request adhering to the [ICL], the ICL including a layer of conversational protocol" (from Claim 50 of the 560 Patent) "shows that the service request must be recited in the claimed ICL and must meet every requirement of the claimed ICL" and that "[n]othing in this claim language supports a service request adhering only to a selected portion of the ICL." Appx9. However, the language of the claims and specification contradict this claim construction and finding by the district court. The claims and specification each expressly state that the claimed "request for service" includes or relates to a "**goal**" or "**goals**" and that it is the content layer that comprises **goals** in the ICL (and not the layer of conversational protocol)—specifically contemplating that the service

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request (as opposed to other steps or aspects of the claimed method and system) may use only the content layer of the ICL without also using the layer of conversational protocol.

The claim language confirms that the "service request" includes or relates to a **goal**—e.g., the task(s) that the user asked the system to perform. Claim 1 expressly recites "receiving a request for service **as a base goal** in the inter-agent language, in the form of an arbitrarily complex goal expression..." Appx43 (Claim 1). The other Asserted Claims similarly make clear that the claimed service request is used to determine "**a base goal** that may be a compound, arbitrarily complex base goal" Appx44 (Claim 29); to determine "**a base goal**" Appx82 (Claim 50); or is parsed "to interpret **a compound goal** set forth therein" Appx81 (Claim 26). The specification likewise confirms that the service request includes or relates to a goal. Appx23 (Fig. 11, "Receive Goal Request 1102"), Appx37 (18:29-34, describing Fig.11); Appx 60, Appx74 (18:54-59).

The claims also confirm that goals are communicated using the content layer of the ICL, not the conversational protocol layer. The claims recite that it is the content layer of the ICL that comprises "**goals**" (among other elements) while the layer of conversational protocol is instead "defined by event types and parameter lists":

"...wherein the inter-agent language includes:

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> a layer of conversational protocol defined by event types and parameter lists associated with one or more of the events, wherein the parameter lists further refine the one or more events;
>
> **a content layer comprising** one or more of **goals**, triggers and data elements associated with the events..."

Appx43 (Claim 1); *see also* Appx44 (Claim 29) (same); Appx81 (Claim 26), Appx82-83 (Claim 50) (reciting the same description of the layer of conversational protocol). Nothing in the claims or specification require the service request (as opposed to other steps of the method or other aspects of the system) to use the event types and parameter lists that make up the layer of conversational protocol.

The specification similarly confirms that it is the content layer of the ICL (and not the layer of conversational protocol) that includes goals:

> The ICL preferably includes a layer of conversational protocol and a content layer. The conversational layer of ICL is defined by the event types, together with the parameter lists associated with certain of these event types. **The content layer consists of the specific goals**, triggers, and data elements that may be embedded within various events.

Appx34 (11:11-15); Appx71 (11:26-31). The specification also states that "[p]referably" the ICL supports "expression of goals" "in an underspecified, loosely constrained manner." Appx33 (10:54-57); Appx71 (11:1-4). An ICL that supports expression of requests "in an underspecified, loosely constrained manner" is the opposite of the district court's claim construction requiring that the service request must be expressed using each and every layer included in the ICL. *See, e.g.*, Appx44-45 (Claims 35-36, permitting receipt of "a non-ICL format service request" and

conversion of that service request into "an ICL format service request corresponding to the non-ICL format service request.")

The specification specifically contemplates other steps or aspects of the invention (separate from receiving the service request) that can use the conversational protocol layer of the ICL. Conveying goals is only one aspect of a "three-part approach" that the specification describes as an example of what "the present invention" can "preferably achieve[] via messages expressed **in** a common language, ICL." Appx33 (10:39-47); Appx70 (10:53-61). While the second part of that three-part approach (constructing and relaying goals, such as by sending a request for service) may be carried out using the content layer of the ICL (which comprises goals), the layer of conversational protocol defined by event types and parameter lists can be useful for, e.g., the first and/or third parts (registering the capabilities of services and coordinating services in satisfying goal requests).

Thus, both the claims and specification contemplate that the claimed "request for service" or "service request" can be communicated "formed according to" the ICL (or "in" or "adhering to" the ICL) by using the content layer of the ICL without such requests also making use of the ICL's layer of conversational protocol. The district court's summary judgment decision and new claim construction erroneously requiring the "request for service" to utilize both the content layer capability and the conversational protocol layer capability of the ICL directly contradicts the language

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of the claims describing only the content layer as comprising goals and was error.

See Braintree Labs., Inc. v. Novel Labs., Inc., 749 F.3d 1349, 1354-55 (Fed. Cir. 2014) (Claim construction "must begin and remain centered on the language of the claims themselves…") (citation omitted). The district court's construction was also error because it would exclude preferred embodiments that describe the content layer alone as consisting of goals (such as the request for service). *See Kaneka Corp. v. Xiamen Kingdomway Grp. Co.*, 790 F.3d 1298, 1304 (Fed. Cir. 2015) ("A claim construction that excludes a preferred embodiment is rarely, if ever, correct.") (internal quotations and citation omitted); *UCP Int'l Co. v. Balsam Brands, Inc.*, 787 F. App'x 691, 706-07 (Fed. Cir. 2019) ("The intrinsic evidence here is dispositive. As the district court itself recognized, the Patents-in-Suit's specification explicitly contemplates an indirect connection between the first and second trunks. We thus find error in the district court's implicit direct connection requirement because it runs counter to the intrinsic evidence.") (citations omitted).

CONCLUSION

For the above reasons, panel rehearing and/or rehearing *en banc* should be granted.

Dated: February 17, 2023   Respectfully submitted:

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ADDENDUM

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NOTE: This disposition is nonprecedential.

United States Court of Appeals for the Federal Circuit

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IPA TECHNOLOGIES INC.,
Plaintiff-Appellant

v.

AMAZON.COM, INC., AMAZON DIGITAL SERVICES, LLC,
Defendants-Appellees

_____

2022-1193

_____

Appeal from the United States District Court for the District of Delaware in No. 1:16-cv-01266-RGA, Judge Richard G. Andrews.

_____

JUDGMENT

_____

MATTHEW D. POWERS, Tensegrity Law Group LLP, Redwood Shores, CA, argued for plaintiff-appellant. Also represented by PAUL EHRLICH, ROBERT LEWIS GERRITY; AZRA HADZIMEHMEDOVIC, KILEY WHITE, McLean, VA.

J. DAVID HADDEN, Fenwick & West LLP, Mountain View, CA, argued for defendants-appellees. Also represented by RAVI RAGAVENDRA RANGANATH, VIGEN

SALMASTLIAN, SAINA S. SHAMILOV; TODD RICHARD GREGORIAN, San Francisco, CA.

_____

THIS CAUSE having been heard and considered, it is

ORDERED and ADJUDGED:

PER CURIAM (MOORE, *Chief Judge*, DYK and PROST, *Circuit Judges*).

AFFIRMED. See Fed. Cir. R. 36.

ENTERED BY ORDER OF THE COURT

January 18, 2023   /s/ Peter R. Marksteiner
         Date   Peter R. Marksteiner
                                 Clerk of Court

UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT

CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMITATIONS

Case Number: 2022-1193

Short Case Caption: IPA Technologies, Inc. v. Amazon.com, Inc. et al.

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The foregoing filing complies with the relevant type-volume limitation of the Federal Rules of Appellate Procedure and Federal Circuit Rules because it meets one of the following:

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Date: __02/17/2023__

Signature: /s/ Matthew D. Powers

Name: Matthew D. Powers